

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Arnavia AVIACOMPANY, LLC and)
ARMAVIA USA, INC.)
Plaintiffs,)
v.) CIVIL ACTION NO: 4:11-cv-01075
TRANSAMERICA INVESTMENT GROUP,)
INC., d/b/a SKYCARGO SOLUTIONS, INC.,)
JOHN B. BERRY, individually, and)
PATRICIA P. BERRY, individually,)
Defendants.)

**DEFENDANTS JOHN B. BERRY AND TRANSAMERICA
INVESTMENT GROUP, INC.'S INITIAL DISCLOSURES**

TO: Plaintiffs, by and through their attorney of record, Trevor R. Jefferies, Hogan Lovells US LLP, 700 Louisiana St., Ste. 4300, Houston, Texas 77002.

Defendants John B. Berry and TransAmerica Investment Group, Inc. d/b/a SkyCargo Solutions, Inc. serve these Initial Disclosures under Federal Rule of Civil Procedure 26(a)(1):

- (i) the name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.

1. Name: John B. Berry
Address: 1330 Post Oak Blvd., Ste. 1600
Houston, Texas 77056
Phone: 800-658-0225
Subject: Mr. Berry is a party to this suit. He is also the key principal who operates TransAmerica Investment Group, Inc., a Texas corporation doing business as SkyCargo Solutions, Inc. ("SkyCargo"). He has knowledge of the Heads of Agreement between SkyCargo and Plaintiff ARMAVIA Aviacompany, LLC ("ARMAVIA Aviacompany"), dealings between SkyCargo and Plaintiffs and facts set forth in Defendants' Answers to Plaintiffs' Amended Complaint. He also has knowledge about the parties' performance of their

obligations under the Heads of Agreement and the allegations in Plaintiffs' Amended Complaint.

2. Name: Alejandro Avila
Address: Astra Worldwide International Leasing Limited
First Floor
North Terminal, Dublin Airport
Co Dublin Ireland
Subject: Mr. Avila is a representative of Astra Worldwide International Leasing Limited who has knowledge of the aircraft at issue and SkyCargo's transactions with respect to the aircraft. Mr. Avila may also have knowledge of the Heads of Agreement between SkyCargo and ARMAVIA Aviacompany, dealings between SkyCargo and Plaintiffs and facts set forth in Defendants' Answers to Plaintiffs' Amended Complaint.
3. Name: Monica Cortes
Address: Astra Worldwide International Leasing Limited
First Floor
North Terminal, Dublin Airport
Co Dublin Ireland
Subject: Ms. Cortes is a representative of Astra Worldwide International Leasing Limited who has knowledge of the aircraft at issue, SkyCargo's transactions with respect to the aircraft, the Heads of Agreement between SkyCargo and ARMAVIA Aviacompany, dealings between SkyCargo and Plaintiffs and facts set forth in Defendants' Answers to Plaintiffs' Amended Complaint.

- (ii) a copy – or description by category and location – of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

Relevant documents include the following:

- Heads of Agreement
- Correspondence from SkyCargo to ARMAVIA Aviacompany
- Other correspondence (including emails) between the parties
- Correspondence (including emails) between SkyCargo and Astra Worldwide International Leasing Limited

Additionally, the following categories of privileged documents are located at Defendants' offices and/or the offices of their attorneys, William W. Rucker, 3355 West Alabama, Suite 825, Houston, Texas 77098:

- communications between Defendants and their attorney;
- work product of Defendants' attorney.

- (iii) a computation of each category of damages claimed by the disclosing party – who must also make available for inspection and copying the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Defendants are not claiming damages at this time.

- (iv) for inspection and copying, any insurance agreement under which an insurance business may be liable to satisfy part or all of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Defendants do not believe any such insurance exists.

Respectfully submitted,

/s/ William W. Rucker

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